

**EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT  
SOLICITATION NO.:S55-T25052**

TO: **City of Houston**  
**City Purchasing Agent**

**MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER**

**LETTER OF INTENT**

Contract Bid Number: \_\_\_\_\_

Bid Title: \_\_\_\_\_

Bid Amount: \_\_\_\_\_

M/WBE Participation Amount: \$ \_\_\_\_\_ **M/WBE GOAL** \_\_\_\_\_ %

1. \_\_\_\_\_ agrees to perform work/supply goods and/or

**(Name of Minority/Women Business Enterprise)**

Services in connection with the above-named contract and \_\_\_\_\_ as:

**Name of Prime Contractor**

- (a) \_\_\_\_\_ An Individual  
(b) \_\_\_\_\_ A Partnership  
(c) \_\_\_\_\_ A Corporation  
(d) \_\_\_\_\_ A Joint Venture

2. \_\_\_\_\_ status is confirmed by M/WBE Directory made

**(Name of Minority/Women Business Enterprise)**

available through the City of Houston Office of Business Opportunity. Certificate No.: \_\_\_\_\_.

3. \_\_\_\_\_ and \_\_\_\_\_

**(Name of Prime Contractor)**

**(Minority/Women Business Enterprise)**

intend to work on the above-named contract in accordance with the M/WBE Participation Section of the City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment “C” attached hereto are incorporated into this Letter of Intent for all purposes.

\_\_\_\_\_  
(Signed -- Prime Contractor)

\_\_\_\_\_  
(Signed -- Minority/Women Business Enterprise)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

|   |
|---|
| <b>EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS</b><br><b>SOLICITATION NO.:S55-T25052</b> |
|---|

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled and contain the following terms:

1. \_\_\_\_\_ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity ("the Director").
2. \_\_\_\_\_ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
  - a. Upon the decision of the Director or upon written notice to the Director form either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
  - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Office of Business Opportunity.
  - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
  - d. In the event the American Arbitration Association no longer administers Office of Business Opportunity arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBE's and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will discussed during the pre-bid. For information assistance, and/or to receive a copy of the City's Affirmative action policy and/or ordinance contact the Office of Business Opportunity at (713) 837-9000, 611 Walker, 7<sup>th</sup> Floor, Houston, Texas 77002.

# **EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT** SOLICITATION NO.:S55-T25052

**Report Period:** \_\_\_\_\_

**PROJECT NAME & NUMBER:** \_\_\_\_\_

**AWARD DATE:** \_\_\_\_\_

**PRIME CONTRACTOR:** \_\_\_\_\_

**CONTRACT NO.:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTRACT AMOUNT:** \_\_\_\_\_

**LIAISON/PHONE NO.:** \_\_\_\_\_

**M/WBE GOAL:** \_\_\_\_\_

| M/WBE<br>SUB/VENDOR NAME   | DATE OF OBO<br>CERTIFICATION | DATE OF<br>SUBCONTRACT | SUBCONTRACT<br>AMOUNT | % OF TOTAL<br>CONTRACT | AMOUNT PAID<br>TO DATE | % OF<br>CONTRACT<br>TO DATE |
|--|------------------------------|------------------------|-----------------------|------------------------|------------------------|-----------------------------|
|  |                              |                        |                       |                        |                        |                             |
|  |                              |                        |                       |                        |                        |                             |
|  |                              |                        |                       |                        |                        |                             |
|  |                              |                        |                       |                        |                        |                             |
|  |                              |                        |                       |                        |                        |                             |
|  |                              |                        |                       |                        |                        |                             |
| Use additional pages if needed. Submit by the 15th day of the following month.<br>Provide support documentation on all revenues paid to end of the report period to:<br>M/WBE's to reflect up/down variances on Contract amount. |                              |                        |                       |                        |                        |                             |
| Office of Business Opportunity<br>ATTN: Carlecia Wright 713-837-9000<br>611 Walker, 7 <sup>th</sup> Floor<br>Houston, Texas 77002  |                              |                        |                       |                        |                        |                             |

**EXHIBIT III – MEAL PREPARATION BID FORM**  
**SOLICITATION NO.:S55-T25052**

| <b>Service</b>                     | <b>Avg. Number of Meals<br/>Per Day</b> | <b>Unit Price<br/>(Dollars)</b> |
|------------------------------------|---|---------------------------------|
| Congregate Culturally Diverse      | Under 1,000, specify                    |                                 |
|                                    | 1,000 – 2,000                           |                                 |
|                                    | 2,001 – 3,000                           |                                 |
|                                    | 3,001 –4,000                            |                                 |
|                                    | Over 4,000, specify                     |                                 |
| Home Delivered Meals<br>Culturally | Under 2,000, specify                    |                                 |
|                                    | 2,000 – 3,000                           |                                 |
|                                    | 3,001 – 4,000                           |                                 |
|                                    | 4001 – 5,000                            |                                 |
|                                    | 5,001 – 6,000                           |                                 |
|                                    | Over 6,000, specify                     |                                 |
| Frozen Home Delivered              | Under 200 specify                       |                                 |
|                                    | 201- 300                                |                                 |
|                                    | 301 – 400                               |                                 |
|                                    | 401 – 500                               |                                 |
|                                    | 401 – 500                               |                                 |
|                                    | 501- 600                                |                                 |
|                                    | 601-700                                 |                                 |
|                                    | Over 700, specify                       |                                 |
| Service                            | Avg. Number of Meals<br>Per Day         | Unit Price<br>(Dollars)         |
| Shelf Stable Meals*                | Under 12,000, specify                   |                                 |
|                                    | 12,000 – 18,000                         |                                 |
|                                    | 18,001 – 23,000                         |                                 |
|                                    | 23,001 – 28,000                         |                                 |
|                                    | 30,000, or above specify                |                                 |
| Thanksgiving Day Meals             | Under 1000                              |                                 |
|                                    | 1000-2000                               |                                 |
|                                    | 2001- 3000                              |                                 |
|                                    | 3001 - 4000                             |                                 |

\* Based on estimated number of 8500 participants served daily. A two pack shelf stable is recommended for each participant to be issued prior to hurricane season. Based on approved budgets distribution may be annually, bi annually or a one-time purchase of a five pack shelf stable, per participant.

\*\* Meals delivered direct to participant's rate could vary depending of hot and cold combinations. Please define the cost for each.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE  
INSURANCE CERTIFICATE  
SOLICITATION NO.:S55-T25052**

**To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:**

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
  - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

=====C A N C E L L A T I O N=====

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE  
THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS  
WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO  
THE LEFT), BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO  
OBLIGATION OR LIABILITY OF ANY KIND

J. D.

-UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

- 2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

|  |
|--|
| <p><b>EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE<br/>INSURANCE CERTIFICATE<br/>SOLICITATION NO.:S55-T25052</b></p> |
|--|

**CERTIFICATE OF INSURANCE EXPLANATIONS**

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **30** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD  
(\$50K OR MORE)  
SOLICITATION NO.:S55-T25052**

**ACORD. CERTIFICATE OF INSURANCE** Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY A

COMPANY B

COMPANY C

COMPANY D

COMPANY E

INSURED

SAMPLE FORM

**COVERAGE'S**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO<br>LTR. | TYPE OF INSURANCE  | POLICY<br>NUMBER  | EFFECTIVE DATE<br>(MM/DD/YY) | POLICY<br>EXPIRATION<br>(MM/DD/YY)   | POLICY<br>LIMITS   |
|------------|--|---|------------------------------|--|--|
| A.         | <b>General Liability</b><br><input checked="" type="checkbox"/> Commercial General Liability<br>Claims Made <input checked="" type="checkbox"/> Occur.<br>Owners & Contractors Prot.   |   |                              |  | General Aggregate \$1,000,000<br>Products-Comp/Op Agg. \$1,000,000<br>Personal & Adv. Injury \$1,000,000<br>Each Occurrence \$ 500,000<br>Fire Damage (Any one fire)\$ 50,000<br>Med. Expense \$ 5,000<br>(Any one person) |
| A.         | <b>Automobile Liability</b><br><input checked="" type="checkbox"/> Any Auto<br><input checked="" type="checkbox"/> All Owned Autos<br><input type="checkbox"/> Scheduled Autos<br><input type="checkbox"/> Hired Autos<br><input type="checkbox"/> Non-Owned Autos<br>Garage Liability | Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED. |                              |  | Combined Single Limit \$1,000,000<br>Bodily Injury (Per person) \$<br>Bodily Injury (Per Accident) \$<br>Property Damage \$  |
|            | <b>Excess Liability</b>  |   |                              | Each Occurrence<br>Aggregate   | \$<br>\$   |
|            | <b>Worker's Compensation and Employee Liability</b><br>Statutory Limits  |   |                              | <input checked="" type="checkbox"/> <b>Statutory Limits</b><br>Each Accident \$ 100,000<br>Disease - Policy Limit \$ 100,000<br>Disease - Each Employee \$ 100,000 |  |
|            | <b>Other</b>   |   |                              |  |  |

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.  
For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD  
(\$50K OR MORE)  
SOLICITATION NO.:S55-T25052**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE  
CANCELLED NON-RENEWED BEFORE THE EXPIRATION DATE  
THERE OF.THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS  
WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE  
LEFT.CITY OF HOUSTON / FINANCE AND ADMINISTRATION

DEPARTMENT – STRATEGIC PURCHASING DIVISION

P.O. BOX 1562  
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE



**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD  
(\$50K OR MORE)  
SOLICITATION NO.:S55-T25052**

ISO | Commercial Auto Forms | 06/01/04  
POLICY NUMBER:

COMMERCIAL AUTO  
CA 04 03 06 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TEXAS ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                        |                             |
|------------------------|-----------------------------|
| Endorsement Effective: | Countersigned By:           |
| Named Insured:         | (Authorized Representative) |

**SCHEDULE**

**Name and Address of Additional Insured:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Who Is An Insured (Section II ) is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- B. The additional insured named in the Schedule or Declarations is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.
- C. You are authorized to act for the additional insured named in the Schedule or Declarations in all matters pertaining to this insurance.
- D. We will mail the additional insured named in the Schedule or Declarations notice of any cancellation of this policy. If we cancel, we will give 10 days notice to the additional insured.
- E. The additional insured named in the Schedule or Declarations will retain any right of recovery as a claimant under this policy.

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD  
(\$50K OR MORE)  
SOLICITATION NO.:S55-T25052**

POLICY NUMBER:

COMMERCIAL AUTO  
CA 04 44 03 10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD**

**(\$50K OR MORE)**

**SOLICITATION NO.:S55-T25052**

**ENDORSEMENT**

This endorsement, effective 12:01 AM

Forms a part of policy no.:

Issued to:

By:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B.** The insurance provided to the above described A additional insured under this endorsement is limited as follows:
1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
  2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
  3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
  4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
    - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
    - ii. Supervisory, inspection, architectural, or engineering activities.
5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
- C.** In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD**

**(\$50K OR MORE)**

**SOLICITATION NO.:S55-T25052**

**ENDORSEMENT No.**

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

**Commercial Umbrella Liability Policy with CrisisResponse®**

**Additional Insured Endorsement - Products-Completed Operations and Primary Non-Contributing**

This policy is amended as follows:

**Section VII. DEFINITIONS**, Paragraph M. is amended to include the following additional provision:

**Insured** means:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is an additional insured on your policy, but only if such person or organization is included under the coverage provided by **Scheduled Underlying Insurance**. Such person or organization is an additional insured only with respect to liability:

1. arising out of **Your Work** at the location designated; or
2. included within the **Products-Completed Operations Hazard**.

This provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD  
(\$50K OR MORE)  
SOLICITATION NO.:S55-T25052**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL  
LIABILITY**

**CG 20 10 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s):</b>                                    | <b>Location(s) Of Covered Operations</b> |
|--|--|
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |  |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD  
(\$50K OR MORE)  
SOLICITATION NO.:S55-T25052**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL  
LIABILITY**

**CG 20 37 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s):</b>                                    | <b>Location And Description Of Completed Operations</b> |
|--|---|
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |   |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**CG 20 37 07 04**

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD  
(\$50K OR MORE)  
SOLICITATION NO.:S55-T25052**

ISO | Commercial General Liability Forms | 01/01/96

POLICY NUMBER:

**COMMERCIAL GENERAL  
LIABILITY**

CG 20 11 01 96

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – MANAGERS OR LESSORS OF  
PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II ) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

CG 20 11 01 96

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD  
(\$50K OR MORE)  
SOLICITATION NO.:S55-T25052**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL  
LIABILITY  
CG 20 15 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – VENDORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**SCHEDULE**

| Name Of Additional Insured Person(s) Or<br>Organization(s) (Vendor)                                    | Your Products |
|--|---------------|
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |               |

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Sub-paragraphs d. or f.; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

CG 20 15 07 04

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD  
(\$50K OR MORE)  
SOLICITATION NO.:S55-T25052**

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) |
|---|
|   |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD  
(\$50K OR MORE)  
SOLICITATION NO.:S55-T25052**

ISO | Commercial General Liability Forms | 05/01/09

**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY**

**CG 24 04 05 09**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Person Or Organization:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD  
(\$50K OR MORE)  
SOLICITATION NO.:S55-T25052**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TEXAS WAIVER OF OUR RIGHT TO  
RECOVER FROM OTHERS ENDORSEMENT**

**Policy Number:**

**Effective Date:**

**Named Insured and Address:**

**Endorsement Number:**

Effective hour is the same as stated on the Information Page of the policy.

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to

bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

**SCHEDULE**

1.    ☐    Special Waiver  
         Name of person or organization
2.    ☐    Blanket Waiver  
         Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
3.    Premium:  
         The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4.    Advance Premium:

Countersigned by \_\_\_\_\_  
Authorized Representative

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD  
(\$50K OR MORE)  
SOLICITATION NO.:S55-T25052**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 A

(Ed. 1-00)

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item \_\_\_\_\_ of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization \_\_\_\_\_

☐ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Endorsement No.  
Premium \$

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD  
(\$50K OR MORE)  
SOLICITATION NO.:S55-T25052**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

**Schedule**

**Name of Person or Organization: Where required by written contract.**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following provision:

We waive any right of recovery we may have against the person or organization shown in the **Schedule** above because of payments we make for injury or damage arising out of your ongoing operations done under a contract with that person or organization.

All other terms and conditions of this Policy remain unchanged.

## **EXHIBIT V – FAIR CAMPAIGN ORDINANCE**

### **SOLICITATION NO.:S55-T25052**

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run-off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

**A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.** Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

|  |
|--|
| <div>EXHIBIT V – FORM “A”: FAIR CAMPAIGN<br/>SOLICITATION NO.:S55-T25052</div> |
|--|

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term “Contractor” Includes proprietors of proprietorships, partners or joint venture’s having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: \_\_\_\_\_

Firm or Company Address: \_\_\_\_\_

**The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:**

[ ] **SOLE PROPRIETORSHIP**

Name \_\_\_\_\_  
Proprietor

\_\_\_\_\_ Address

[ ] **A PARTNERSHIP**

**List each partner having equity interest of 10% or more of partnership (if none state “none”):**

Name \_\_\_\_\_  
Partner

\_\_\_\_\_ Address

Name \_\_\_\_\_  
Partner

\_\_\_\_\_ Address

[ ] **A CORPORATION**

**List all directors of the corporation (if none state “none”):**

Name \_\_\_\_\_  
Director

\_\_\_\_\_ Address

Name \_\_\_\_\_  
Director

\_\_\_\_\_ Address

Name \_\_\_\_\_  
Director

\_\_\_\_\_ Address

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN**  
**SOLICITATION NO.:S55-T25052**

List all officers of the corporation (if none state none”):

|            |         |
|------------|---------|
| Name _____ | _____   |
| Officer    | Address |

|            |         |
|------------|---------|
| Name _____ | _____   |
| Officer    | Address |

|            |         |
|------------|---------|
| Name _____ | _____   |
| Officer    | Address |

List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state “none”):

|            |         |
|------------|---------|
| Name _____ | _____   |
|            | Address |

|            |         |
|------------|---------|
| Name _____ | _____   |
|            | Address |

|            |         |
|------------|---------|
| Name _____ | _____   |
|            | Address |

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

\_\_\_\_\_  
Preparer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

8/23/01



|   |
|---|
| <p style="text-align: center;"><b>EXHIBIT VI: CONTRACTOR OWNERSHIP<br/>DISCLOSURE ORDINANCE<br/>SOLICITATION NO.:S55-T25052</b></p> |
|---|

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the **"Affidavit of Ownership or Control,"** included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL**  
**SOLICITATION NO.:S55-T25052**

ORIG. DEPT.: \_\_\_\_\_

FILE/I.D. NO.: \_\_\_\_\_

**INSTRUCTION:** ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF \_\_\_\_\_

§

**AFFIDAVIT OF OWNERSHIP OR CONTROL**

COUNTY OF \_\_\_\_\_

§

§

BEFORE ME, the undersigned authority, on this day personally appeared

\_\_\_\_\_ [FULL NAME] (hereafter "Affiant"),

\_\_\_\_\_ [STATE TITLE/CAPACITY WITH CONTRACTING  
ENTITY] of \_\_\_\_\_

[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

\_\_\_\_\_ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

**FOR PROFIT ENTITY:**

**NON-PROFIT ENTITY:**

☐ SOLE PROPRIETORSHIP

☐ NON-PROFIT CORPORATION

☐ CORPORATION

☐ UNINCORPORATED ASSOCIATION

☐ PARTNERSHIP

☐ LIMITED PARTNERSHIP

☐ JOINT VENTURE

☐ LIMITED LIABILITY COMPANY

☐ OTHER (Specify type in space below)

|   |
|---|
| <p align="center"><b>EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL</b><br/><b>SOLICITATION NO.:S55-T25052</b></p> |
|---|

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

**Contracting Entity**

Name: \_\_\_\_\_  
Business Address **[No./STREET]** \_\_\_\_\_  
**[CITY/STATE/ZIP CODE]** \_\_\_\_\_  
Telephone Number (\_\_\_\_\_) \_\_\_\_\_  
Email Address **[OPTIONAL]** \_\_\_\_\_  
Residence Address **[No./STREET]** \_\_\_\_\_  
**[CITY/STATE/ZIP CODE]** \_\_\_\_\_  
Telephone Number (\_\_\_\_\_) \_\_\_\_\_  
Email Address **[OPTIONAL]** \_\_\_\_\_

**5% Owner(s) or More (IF NONE, STATE "NONE.")**

Name: \_\_\_\_\_  
Business Address **[No./STREET]** \_\_\_\_\_  
**[CITY/STATE/ZIP CODE]** \_\_\_\_\_  
Telephone Number (\_\_\_\_\_) \_\_\_\_\_  
Email Address **[OPTIONAL]** \_\_\_\_\_  
Residence Address **[No./STREET]** \_\_\_\_\_  
**[CITY/STATE/ZIP CODE]** \_\_\_\_\_  
Telephone Number (\_\_\_\_\_) \_\_\_\_\_  
Email Address **[OPTIONAL]** \_\_\_\_\_

**6. Optional Information**

Contracting Entity and/or \_\_\_\_\_ **[NAME OF OWNER OR NON-PROFIT OFFICER]** is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against \_\_\_\_\_ **[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER]** as follows:

**EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL**  
**SOLICITATION NO.:S55-T25052**

Name of Debtor: \_\_\_\_\_  
Tax Account Nos. \_\_\_\_\_  
Case or File Nos. \_\_\_\_\_  
Attorney/Agent Name \_\_\_\_\_  
Attorney/Agent Phone No. (\_\_\_\_) \_\_\_\_\_  
Tax Years \_\_\_\_\_

Status of Appeal [**DESCRIBE**] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

\_\_\_\_\_  
Affiant

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public

**NOTE:**

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT VII: DRUG DETECTION AND DETERRENCE  
PROCEDURES FOR CONTRACTORS  
SOLICITATION NO.:S55-T25052**

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at any time during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

**EXHIBIT VII – ATTACHMENT “A”**  
**DRUG POLICY COMPLIANCE AGREEMENT**  
**SOLICITATION NO.:S55-T25052**

I, \_\_\_\_\_ as an owner or officer of  
(Name) (Print/Type) (Title)  
\_\_\_\_\_  
(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the Contract by the City of Houston.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contractor Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

# EXHIBIT VII – ATTACHMENT “B”

## DRUG POLICY COMPLIANCE DECLARATION

### SOLICITATION NO.:S55-T25052

I, \_\_\_\_\_ as an owner or officer of  
 \_\_\_\_\_  
 (Name) (Print/Type) (Title)  
 \_\_\_\_\_ (Contractor)  
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from \_\_\_\_\_ to \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_ A written Drug Free Workplace Policy has been implemented and employees notified. The policy **Initials** meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

\_\_\_\_\_ Written drug testing procedures have been implemented in conformity with the Mayor's Drug **Initials** Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

\_\_\_\_\_ Collection/testing has been conducted in compliance with federal Health and Human Services **Initials** (HHS) guidelines.

\_\_\_\_\_ Appropriate safety impact positions have been designated for employee positions performing on **Initials** the City of Houston contract. The number of employees on safety impact positions during this reporting period is \_\_\_\_\_.

\_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_ the following testing has occurred.  
**Initials** (start date) (end date)

|                              | <u>Random</u> | <u>Reasonable<br/>Suspicion</u> | <u>Post<br/>Accident</u> | <u>Total</u> |
|------------------------------|---------------|---------------------------------|--------------------------|--------------|
| Number of Employees Tested   | _____         | _____                           | _____                    | _____        |
| Number of Employees Positive | _____         | _____                           | _____                    | _____        |
| Percent Employees Positive   | _____         | _____                           | _____                    | _____        |

\_\_\_\_\_ Any employee who tested positive was immediately removed from the City worksite consistent with the **(Initials)** Mayor's Policy and Executive Order No. 1-31.

\_\_\_\_\_ I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines **(Initials)** will be considered a breach of Contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contractor Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**EXHIBIT VII – ATTACHMENT “C” AND “D”  
CONTRACTOR’S CERTIFICATION OF NO SAFETY IMPACT POSITIONS  
SOLICITATION NO.:S55-T25052**

I, \_\_\_\_\_  
(Name) (Print/Type) (Title)

as an owner or officer of \_\_\_\_\_  
(Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF  
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES  
FOR CONTRACTORS  
ATTACHMENT “D”**

I \_\_\_\_\_ as an owner or officer of  
(NAME) (PRINT/TYPE)

\_\_\_\_\_ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR'S NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE



|  |
|--|
| <p><b>EXHIBIT VIII – ANTI-COLLUSION STATEMENT</b><br/><b>SOLICITATION NO.:S55-T25052</b></p> |
|--|

**Anti-Collusion Statement**

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer Signature

# **EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE**

## **SOLICITATION NO.:S55-T25052**

### **CONFLICT OF INTEREST QUESTIONNAIRE:**

Chapter 176.006 of the Local Government Code ("the code") requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

**NOTE:** Vendors/Contractors or Agents should **not** complete the CIQ if a conflict, as described below, **does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.**

### **Who must file a CIQ?**

A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding \$250.00.

### **When must the Vendor/Contractor or Agent file a CIQ?**

The completed CIQ must be filed with the City Purchasing Agent not later than the 7<sup>th</sup> business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds \$250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

### **What is a business relationship?**

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

The Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department's Record Administration (Calvin D. Wells, City Purchasing Agent, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. **Any questions about filling out this form should be directed to your attorney.**

# EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

## SOLICITATION NO.:S55-T25052

### CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

#### OFFICE USE ONLY

Date Received

**1** Name of person who has a business relationship with local governmental entity.

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

# **EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS**

## **SOLICITATION NO.:S55-T25052**

### **I. Pay or Play Program Elements**

#### **A. Purpose**

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

#### **B. Program Elements**

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
3. Compliance with the program means that the Contractor either:
  - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
  - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
    - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
    - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. Subcontracts: The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
5. Exemptions/Waivers: The City of Houston will award a Contract to a Contractor that neither Pays nor Plays only if the Contractor has received an approved waiver.
6. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

# **EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS**

## **SOLICITATION NO.:S55-T25052**

### **II. Documentation and Reporting Requirements**

A. Document that must be signed and returned to administering department with the Bid/Proposal.

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low Bidder or successful Proposer status:

1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.

2. List of Participating Subcontractors (Form POP-3).

C. The Contractor will comply with the following reporting requirements:

1. Contractors that opt to Play

Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)

2. Contractors that opt to Pay

Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

### **III. Compliance and Enforcement**

The Office of Business Opportunity (OBO) and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.

The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/aacc/popforms.html>

**EXHIBIT X – FORM “2”**  
**PAY OR PLAY PROGRAM CERTIFICATE OF AGREEMENT**  
**SOLICITATION NO.:S55-T25052**



**What this form does.** This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful Bidder/Proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

**For more information, contact the Contract Administrator.**

**Routing.** Return this form with your Bid or Proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City Vendor ID

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-Mail Address

Contractor Name: \_\_\_\_\_ \$ \_\_\_\_\_  
(Contractor/Subcontractor) (Amount of Contract)

Project No.: [GFS/CIP/AIP/File No.] \_\_\_\_\_

Project Name: [Legal Project Name]

POP Liaison Name: \_\_\_\_\_

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month.

|                                      |     |      |      |
|--------------------------------------|-----|------|------|
| Please select whether you choose to: | Pay | Play | Both |
|                                      |     |      |      |

| <b>*Estimated Number of:</b> | <b>Prime Contractor</b> | <b>Sub-Contractor</b> |
|------------------------------|-------------------------|-----------------------|
| Total Employees on City Job  |                         |                       |
| Covered Employees            |                         |                       |
| Non-Covered Employees        |                         |                       |
| Exempt Employees             |                         |                       |

I hereby certify that the above information is true and correct.

CONTRACTOR (Signature) \_\_\_\_\_ DATE \_\_\_\_\_

NAME AND TITLE (Print or Type)

## **Exhibit XI: Proposal Summary**

SOLICITATION NO.:S55-T25052

**Narrative Summary:** In the space below in one typed single spaced page, provide an overview or your organization's proposed method of preparing and delivering congregate and/or home delivered meals services for Standard American culturally diverse meals. If additional space is needed or for more than one meal type, feel free to make copies of this page.

Meal Type \_\_\_\_\_:



## **Exhibit XIV: Description of Proposed Meal Preparation**

SOLICITATION NO.:S55-T25052

**Narrative Summary:** In the space below in one typed single spaced page, provide an overview or your organization's proposed method of preparing and delivering congregate and/or home delivered meals services for Standard American culturally diverse meals. If additional space is needed or for more than one meal type, feel free to make copies of this page.

Meal Type \_\_\_\_\_:

## **Exhibit XV: Description of Home Delivered Meal Preparation and Delivery Service to Geographically Isolated Consumers**

SOLICITATION NO.:S55-T25052

**Narrative Summary:** In the space below, on no more than two typed single-spaced pages, provide a brief overview of your organization's proposed method of preparing and delivering Standard American meal to geographically isolated consumers.

**Exhibit XVI: Description of Frozen Meal Preparation  
and Delivery Service to Geographically Isolated Consumers**  
SOLICITATION NO.:S55-T25052

**Narrative Summary:** On no more than two typed single-spaced pages, provide a brief overview of your organization's proposed method of preparing and delivering frozen meals to nutrition home delivered meal providers and to geographically isolated consumers.

## **Exhibit XVII: Description of holiday meal program to congregate sites**

SOLICITATION NO.:S55-T25052

**Narrative Summary:** On no more than two typed single-spaced pages, provide a brief overview of your organization's proposed method of preparing and delivering holiday, and or special event meals to eligible participants.

## **Exhibit XVIII: Proposed 6-Week Cycle Menus with analysis**

SOLICITATION NO.S55-T25052:

In the space below in no more than two typed pages (you may make copies of this page), provide the proposed 6-Week Cycle Menus with analysis.

## **Exhibit XV: Proposed 6-Week Cycle Menus with analysis**

SOLICITATION NO.:S55-T25052

## **Exhibit XX: Proposed Food Delivery Schedule**

SOLICITATION NO.S55-T25052:

On no more than three typed pages, provide a proposed food delivery schedule.

## **Exhibit XXI: Description of Value Added Services**

(e.g., Offering Additional Menu Options/Choices)

SOLICITATION NO.S55-T25052:



## Exhibit XXII: Meal Preparation Unit Cost Analysis

SOLICITATION NO.S55-T25052

Please detail the cost per meal for the expense associated with preparing and delivering the meal(s) you are bidding on.

|                                  | <u>No. of Meals</u> | <u>Cost per Meal</u> |
|----------------------------------|---------------------|----------------------|
| <b>Congregate (American)</b>     |                     |                      |
| Personnel Cost                   |                     |                      |
| Professional Development         |                     |                      |
| Raw Food Cost                    |                     |                      |
| Equipment                        |                     |                      |
| Occupancy                        |                     |                      |
| Transportation                   |                     |                      |
| Administration and General       |                     |                      |
| Other                            |                     |                      |
| <b>Total Cost per Meal</b>       |                     |                      |
| <b>Congregate (Asian)</b>        |                     |                      |
| Personnel Cost                   |                     |                      |
| Professional Development         |                     |                      |
| Raw Food Cost                    |                     |                      |
| Equipment                        |                     |                      |
| Occupancy                        |                     |                      |
| Transportation                   |                     |                      |
| Administration and General       |                     |                      |
| Other                            |                     |                      |
| <b>Total Cost per Meal</b>       |                     |                      |
| <b>Congregate (Kosher)</b>       |                     |                      |
| Personnel Cost                   |                     |                      |
| Professional Development         |                     |                      |
| Raw Food Cost                    |                     |                      |
| Equipment                        |                     |                      |
| Occupancy                        |                     |                      |
| Transportation                   |                     |                      |
| Administration and General       |                     |                      |
| Other                            |                     |                      |
| <b>Total Cost per Meal</b>       |                     |                      |
| <b>Home Delivered (American)</b> |                     |                      |
| Personnel Cost                   |                     |                      |
| Professional Development         |                     |                      |
| Raw Food Cost                    |                     |                      |
| Equipment                        |                     |                      |
| Occupancy                        |                     |                      |
| Transportation                   |                     |                      |
| Administration and General       |                     |                      |
| Other                            |                     |                      |
| <b>Total Cost per Meal</b>       |                     |                      |

## Exhibit XXII: Meal Preparation Unit Cost Analysis (cont.)

SOLICITATION NO.S55-T25052

No. of Meals

Cost per Meal

|                                |  |
|--------------------------------|--|
| <b>Home Delivered (Kosher)</b> |  |
| Personnel Cost                 |  |
| Professional Development       |  |
| Raw Food Cost                  |  |
| Equipment                      |  |
| Occupancy                      |  |
| Transportation                 |  |
| Administration and General     |  |
| Other                          |  |
| <b>Total Cost per Meal</b>     |  |
| <b>Home Delivered (Frozen)</b> |  |
| Personnel Cost                 |  |
| Professional Development       |  |
| Raw Food Cost                  |  |
| Equipment                      |  |
| Occupancy                      |  |
| Transportation                 |  |
| Administration and General     |  |
| Other                          |  |
| <b>Total Cost per Meal</b>     |  |
| <b>Shelf Stable Meals</b>      |  |
| Personnel Cost                 |  |
| Professional Development       |  |
| Raw Food Cost                  |  |
| Equipment                      |  |
| Occupancy                      |  |
| Transportation                 |  |
| Administration and General     |  |
| Other                          |  |
| <b>Total Cost per Meal</b>     |  |
| <b>Holiday Meals</b>           |  |
| Personnel Cost                 |  |
| Professional Development       |  |
| Raw Food Cost                  |  |
| Equipment                      |  |
| Occupancy                      |  |
| Transportation                 |  |
| Administration and General     |  |
| Other                          |  |
| <b>Total Cost per Meal</b>     |  |

**Exhibit XXII: Meal Preparation Unit Cost Analysis (cont.)**

SOLICITATION NO.S55-T25052

**No. of  
Meals**                      **Cost per  
Meal**

**Weekend Meals**

|                            |
|----------------------------|
| Personnel Cost             |
| Professional Development   |
| Raw Food Cost              |
| Equipment                  |
| Occupancy                  |
| Transportation             |
| Administration and General |
| Other                      |
| <b>Total Cost per Meal</b> |

SOLICITATION NO.S55-T25052

**Please list the name of the contact person, address and phone number of all meal preparation kitchens for whom your organization prepares meals.**

[illegible]

SOLICITATION NO.S55-T25052

[illegible]

## **Exhibit XXV: Emergency Preparedness Plan**

SOLICITATION NO.S55-T25052

**Please describe your company's emergency preparedness plan for the provision of meals.**

## **Exhibit XXVI: Type of Equipment Used to Deliver Meals**

SOLICITATION NO.S55-T25052

**Please describe the type of equipment to be used to deliver meals.**